

# Southern Pacific Transportation Company

THORMUND A. MILLER  
GENERAL COMMERCE COUNSEL

JOHN J. CORRIGAN  
GENERAL SOLICITOR

ARNOLD I. WEBER  
JOHN MACDONALD SMITH  
JAMES J. TRABUCCO  
SENIOR GENERAL ATTORNEYS

LARRY W. TELFORD  
ROBERT S. BOGASON  
DOUGLAS E. STEPHENSON  
RICHARD S. KOPF  
MICHAEL A. SMITH  
LOUIS P. WARCHOT  
GREG CUNNINGHAM  
GENERAL ATTORNEYS

Southern Pacific Building • One Market Plaza  
San Francisco, California 94105  
(415) 541-1000

HERBERT A. WATERMAN  
VICE PRESIDENT AND GENERAL COUNSEL

MADELEINE E. SLOANE  
CONTRACT ATTORNEY

HAROLD S. LENTZ  
DAVID W. LONG  
CAROL A. HARRIS  
STUART E. VAUGHN  
CRAIG J. WHITNEY  
ANN FINGARETTE HASSE  
WILLIAM E. SAUL  
ASSISTANT GENERAL ATTORNEYS

GARY A. LAAKSO  
JOSE E. GUZMAN, JR.  
JOHN K. WYMA  
JONATHAN M. FIL  
DORENE M. CURTIS  
GEORGE DUESDIEKER  
DAVID A. GOLD  
STEPHEN A. ROBERTS  
W. GEORGE WAILES  
C. BRUCE HAMILTON  
ATTORNEYS

2-314A049

No.

Date NOV 10 1982

Fee \$ 10.00

November 8, 1982

RECORDATION NO. 10272-B  
Filed 1425

ICC Washington, D. C.

NOV 10 1982 -3 10 PM

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RE: Agreement of Conditional Sale dated as of  
April 1, 1979, between Southern Pacific  
Transportation Company, Metropolitan Life  
Insurance Company, as Assignee, and  
Bethlehem Steel Corporation

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of April 1, 1979, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of April 1, 1979, between Bethlehem Steel Corporation and Southern Pacific Transportation Company, recorded on April 10, 1979, at 2:20 PM, and assigned Recordation No. 10272; and

Amendment Agreement dated as of October 1, 1979, between Portec, Inc., Greenville Steel Car Company, and ACF Industries, Inc., and Southern Pacific Transportation Company, recorded on November 21, 1979, at 2:30 PM, and assigned Recordation No. 10272-A.

RECEIVED  
NOV 10 3 04 PM '82  
FEE OPERATION BP.

Counterpart - 4  
Sheryl B. Everett

Ms. Agatha L. Mergenovich  
Page Two  
November 8, 1982

In connection with the recording of the enclosed First Supplemental Agreement dated as of October 31, 1982, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered By  
First Supplemental Agreement

|   |  |
|---|--|
| 4 | 70-ton box cars; Pullman, Inc., builder; lettered SP and numbered 248011 through 248014. |
|---|--|

When the recording of the First Supplemental Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,

  
James J. Trabucco

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

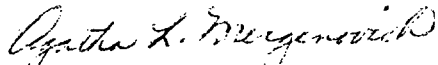
James J. Trabucco  
Southern Pacific Trnsp. Co.  
Southern Pacific Bldg.  
One Market Plaza  
San Francisco, Ca. 94105

November 10, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/10/82 at 3:10PM , and assigned re-recording number(s). 10272-B, 10272-C, 10272-D, & 10272-E

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

NOV 10 1982 -3 10 PM  
INTERSTATE COMMERCE COMMISSION

## FIRST

## SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of October 31, 1982, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of April, 1979.

WITNESSETH

WHEREAS, Bethlehem Steel Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of April 1, 1979 (hereinafter called the "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on April 10, 1979, and assigned Recordation No. 10272; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

| <u>Number of<br/>Units</u> | <u>Description</u>   |
|----------------------------|--|
| 4                          | 70-ton box cars; Pullman, Inc.,<br>builder; lettered SP and numbered<br>248011 through 248014. |

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall

be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of October 31, 1982, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By



Assistant Treasurer

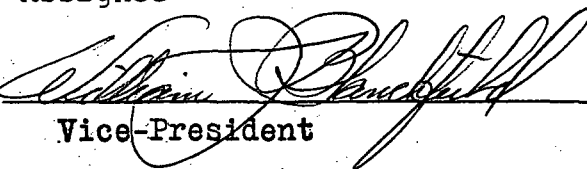
Attest:



Assistant Secretary


METROPOLITAN LIFE INSURANCE COMPANY,  
as Assignee

By



Vice-President

Attest:



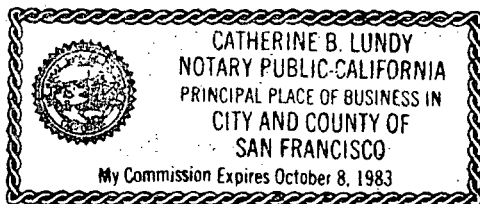
Assistant Secretary

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
)  
) SS:

On this 20th day of October, 1982, before me personally appeared D. E. ENRIGHT, to me personally known, who, being by me duly sworn, says that he is Assistant Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy  
Notary Public

STATE OF NEW YORK

)

**SS :**

)

CITY AND COUNTY OF NEW YORK

)

On this 28<sup>th</sup> day of October, 1982, before me personally

appeared William J. Blanchfield , to me personally known,

who, being by me duly sworn, says that he is Vice-President

of METROPOLITAN LIFE INSURANCE COMPANY; that

one of the seals affixed to the foregoing instrument is the

corporate seal of said corporation; and that said instrument

was signed and sealed on behalf of said corporation by authority

of its Board of Directors; and he acknowledged that the

execution of the foregoing instrument was the free act and deed

of said corporation.

William J. Cavill

Notary Public

WILLIAM J. COVIELLO

NOTARY PUBLIC, State of New York

No. 31-471159 Qual. in N. Y. County

Certificate filed in New York County

**Commission Expires March 30, 1984.**